

UNIVERSITY OF NEW ORLEANS

Telephone: (504)-280-6214

Closing Date: DECEMBER 1, 2009

and Time: 2:00 p.m.INVITATION, BID AND ACCEPTANCE

«Field1»
«Field2»
«Field3»
«Field4»

INVITATION/INSTRUCTIONS

1. Sealed bids, subject to the conditions stated herein and attached hereto, are hereby invited and will be received at this office until the above noted bid closing time and then publicly opened for furnishing the items and/or services as specified.
2. YOUR BID, IN DUPLICATE, SHOULD BE MADE ON THE ATTACHED FORM (S) AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE.
3. The University cannot accept Sealed bids by telephone, telegraph or fax. Telegraphic or faxed alterations to bids will be considered provided formal Sealed bid and the alteration have been received in this office prior to bid closing time.
4. Any bid received after bid closing time will be returned unopened.
5. ALL PRICES ARE TO BE QUOTED COMPLETE AND FOB UNO, NEW ORLEANS, LA., unless otherwise stated in specifications by the University.
6. All prices must be firm unless otherwise stated by University.
7. Do not include State Sales Tax or Federal Excise Tax; same will be added if applicable.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from bid closing time.
9. If unable to bid, return only cover sheet marked, "No Bid" with signature in order to remain on bidder's list.
10. Telephone inquiries may be directed to Receptionist with above bid number.

Date _____

BID**PLEASE FILL IN ALL BLANK SPACES**

In compliance with the above invitation to bid and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within _____ days from bid closing time to furnish any or all of the items (or sections) at the price set opposite each item (or section). TERMS _____. SHIPMENT WILL BE MADE FROM _____ WITHIN _____ DAYS AFTER RECEIPT OF ORDER. DELIVERY MAY BE A CONSIDERATION IN THE AWARD, APPROXIMATE SHIPPING WEIGHT _____ SHIPMENT IS TO BE FOB UNO UNLESS OTHERWISE SPECIFIED BY THE UNIVERSITY.

Bidder _____ Address _____
Name of Firm Street or P.O. Box

By _____ City, State, Zip Code
Signature

Title _____ / Phone Number () _____
Typed name Fax Number () _____

NOTE: out of state firms that may be awarded an order as a result of this bid agree to signing a certificate stating: "I hereby certify that I have paid to the state and its political subdivisions all taxes duly assessed by the state of Louisiana and its subdivisions, including Franchise Taxes, Privilege Taxes, Sales Taxes and all other taxes for which I am liable."

CONTRARY TERMS AND CONDITIONS, GOVERNING LAW: Submittal of any terms and conditions in addition to or contrary to those contained within this Invitation for Bid may cause your bid to be rejected. By signing this bid, the bidder agrees that any terms and conditions which may be included in their bid are nullified and agrees this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

AUTHORIZED SIGNATURE: In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University.

By signing this bid, the bidder certifies compliance with the above.

AFFIRMATIVE ACTION AND ANTI-DISCRIMINATION CLAUSE: You are hereby notified that, during the performance of this contract, the successful bidder (contractor or vendor) must comply with all federal, state and local laws, including those which prohibit discrimination because of race, color, national origin, religion, sex, age, disability or veteran status. See, e.g., The Civil Rights Acts of 1964, The Age Discrimination in Employment Act of 1967, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974, The Energy Reorganization Act of 1974, The Vietnam Era Veteran's Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Americans with Disabilities Act of 1990 and Executive Order 11246, as amended.

INFORMATION FOR BIDDERS AND GENERAL CONDITIONS - SEALED BIDS

QUALITY: Unless otherwise called for in the specifications, all products are to be new, current model, and of best quality as measured by accepted standards of the trade, and any defects in any product may cause its rejection. WHEREVER MANUFACTURERS' TRADE OR BRAND NAMES APPEAR IN THE SPECIFICATIONS, IT IS TO BE ASSUMED THAT EQUAL PRODUCTS WILL BE CONSIDERED UNLESS OTHERWISE SPECIFIED BY THE UNIVERSITY. THE USE OF A BRAND NAME IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. ANY BIDDER PROPOSING EQUAL PRODUCTS SHOULD SUBMIT WITH BID COMPLETE SPECIFICATIONS, ILLUSTRATED LITERATURE, INCLUDING BROCHURES AND PICTURES DEPICTING PROPOSED EQUALS, IF POSSIBLE. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCT SPECIFIED. Where applicable, all products are to be covered by standard factory warranty unless otherwise specified by University.

PROPOSAL: An original and a copy of the proposal should be submitted on the forms furnished for that purpose or on exact copies thereof. Bid prices must be typewritten or in ink. BIDS MUST BE SIGNED IN INK. In case of an error on extension, the unit price shall prevail.

DELIVERY OF BIDS: The bid should be placed in an envelope which is to be sealed and marked "Proposal" with the name and number of bid and time and date of bid opening, giving also the name and address of the bidder. To assure consideration, bidders should use attached pre-addressed envelope. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope. Bids must be delivered to the Purchasing Office, Room 115, Bienville Hall, University of New Orleans, New Orleans, Louisiana 70148, not later than time and date as shown on Invitation, Bid and Acceptance. The University reserves the right to reject any or all bids and to waive informalities.

INTERPRETATION OF DOCUMENTS: If any bidder contemplating submitting a bid is in doubt as to the meaning of any part of the specifications, bidder may submit a written request for interpretation. Such request must be received in the Purchasing Office no later than Five (5) calendar days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the documents. The University will not be responsible for any other explanation of the documents.

AWARD: Award will be made to the lowest, responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the Invitation for Bid.

LOUISIANA PREFERENCE: A preference will be given to materials, supplies and provisions produced, manufactured, assembled, grown or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University.

ACCEPTANCE OF PROPOSAL: Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

PAYMENT: Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of the invoice, whichever is later.

LEGISLATORS PROHIBITED: According to LSA-R.S. 42:113(D) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership or other legal entity in which the legislator or his or her spouse owns an interest, except publicly traded corporations. Each bidder shall be required to disclose whether or not it falls into any of these categories on its bid proposal form.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors shall have the option of auditing all accounts of the contractor which relate to this contract.

FACSIMILE BID NUMBER: BER2048R
BID OPENING DATE: DECEMBER 1, 2009
BID OPENING TIME: 2:00 P.M.

THE UNIVERSITY OF NEW ORLEANS REQUESTS BIDS FOR OFF-SITE STORAGE/RETRIEVAL SERVICES FOR MAGNETIC TAPE MEDIA CONTAINERS FOR THE UNIVERSITY COMPUTING AND COMMUNICATIONS DEPARTMENT. THE BID WILL BE AWARDED ON THE BASIS OF THE LOWEST TOTAL COST DETERMINED WHEN THE UNIT PRICES IN THE BID FORM ARE APPLIED TO A THEORETICAL MODEL DEVELOPED BY THE UNIVERSITY.

THE UNIVERSITY REQUIRES A FACILITY WITHIN 30 MILES OF THE NEW ORLEANS LAKEFRONT CAMPUS.

THE TERM OF THIS AGREEMENT WILL BE FOR A PERIOD OF 12 MONTHS, STARTING 12/01/09, WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE YEAR PERIODS, IF MUTUALLY AGREEABLE.

The department will be storing and/or rotating 19 media containers that are approximately 20¼ inches wide x 19 inches deep x 5 inches high. (The University will supply their own containers) We would expect this number to increase to around 25-30 containers in the near future. New media containers may be added/deleted as necessary.

The University reserves the right to tour the successful bidder's facility prior to the awarding of the contract.

Requirements:

- I. Vendor or University must be able to make weekly pickups and deliveries on a regular basis within a consistent 8 hour window during regular business hours.
- II. Vendor must be able to respond 24 hours a day, 365 days a year within a 3 hour window for emergency deliveries and pickups.
- III. University must be able to pick up media containers at vendor's facility 24 hours a day, 365 days a year in emergency situations.
- IV. Must have online inventory and delivery requests with reporting and bar-coded containers.
- V. Must have a written disaster recovery plan in place and be able to send the media containers out of state within the corporate structure of the company in the event of a local disaster and have a 24 hours a day, 7 days a week manned disaster emergency number in order to have access to our media as necessary. In the event of a disaster, with prior approval from the University, the vendor will bill us for the charges incurred for the removal and return of the containers back to the vendor's facility.
- VI. Transport vehicles must have windowless cargo areas, security systems and be climate controlled in the cargo area.
- VII. Must supply authorization lists of UNO designated employees and identification cards to designated University employees to control access to media for delivery/pick up and disaster recovery.
- VIII. Must have a dedicated **media vault** area that does not contain paper file storage.

A. Media Vault specifications:

1. Concrete construction with a minimum 4 hour fire rating.
2. Redundant AC units and all AC equipment are located outside the vault area.
3. Entry protected by the key card & PIN, motion detection, contacts and sensors on all door access is monitored 24 hours a day 365 days a year.
4. Monitored 24 hours a day, 365 days a year temperature and humidity controls. Media vault must maintain environmental conditions of 70 degrees F plus or minus 5 degrees with a relative humidity of 45% plus or minus 10%.

5. Monitored 24 hours a day, 365 days a year Halon Fire Suppression system with fire, temperature, smoke, moisture detection with smoke shut down on all AC units.

ADDITIONAL TERMS

1. Governmental Orders: Vendor is authorized to comply with any subpoena or similar order related to the Deposits, provided that Vendor notifies UNO promptly upon receipt thereof, unless such notice is prohibited by law. UNO shall pay Vendor's applicable charges set forth in the Bid Price List for such compliance. Vendor will cooperate with UNO's efforts to quash or limit any subpoena, at UNO's expense. UNO acknowledges that its shipments, while in transit on Vendor vehicles, may be subject to inspection by federal, state or local government entities ("Government Inspectors"), and UNO authorizes Vendor to fully cooperate with such inspections. Vendor shall bear no responsibility for loss or damage to Deposits caused by Government Inspectors.
2. Damage of Loss Claims by the University shall be presented in writing within a reasonable time, and in no event, longer than ninety (90) days after delivery or return of the deposits to the University, or ninety (90) days after the University is notified that loss, damage, or destruction to part or all of the deposits has occurred. No action shall be maintained against the successful bidder for loss, damage or destruction of deposits, unless timely written claims have been provided and unless such action is commenced either within one (1) year after: (i) that date of delivery or return of the deposits by the successful bidder; or (ii) the date University is notified that loss, damage or destruction to part or all of the deposits has occurred.
3. Notice of Loss: When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a certified letter (return receipt requested) to UNO. In the event notice of loss, damage or destruction is given by certified letter, the time limitation for presentation of a claim and commencement of action or suit begins on the date of UNO's receipt of such notice.
4. Payment terms shall be net, thirty (30) days. If UNO fails to pay Vendor's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Vendor may, at its option: (a) suspend service, (b) redeliver Deposits to UNO or (c) terminate this Agreement. UNO shall be liable for late charges pursuant to the provisions set forth in R.S. 39:1695. If UNO is consistently delinquent (defined as being late in the payment of any three [3] or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Vendor may require payment by certified check prior to performance of services, including delivery of Deposits. Upon default by UNO, Vendor may return the deposits to UNO and seek legal remedies to obtain payment in accordance with Louisiana Law.
5. Ownership Warranty: UNO warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with the terms of this Agreement. Upon mutual agreement, UNO shall reimburse Vendor for any expenses reasonably incurred by Vendor by reason of Vendor's compliance with the instructions of UNO in the event of a dispute concerning the ownership, custody or disposition of Deposits stored by UNO with Vendor.
6. The vendor shall waive any claim against UNO for loss or injury arising out of the operation of the contract except to the extent such claims arises out of the sole negligence of the University, its representatives or employees.
7. Force Majeure: In no event shall either party be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
8. Confidentiality: "Confidential Information" means any information contained in the Deposits and any information concerning or relating to the property, business and affairs of UNO that is furnished to Vendor, except for information that was previously known to Vendor free of any obligation to keep it confidential, is subsequently made public by UNO or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by Vendor and shall be used only in the manner contemplated by this Agreement. Vendor shall not obtain any rights of any sort in or to the Confidential Information of UNO disclosed hereunder. Vendor shall use the same degree of care to safeguard

Confidential Information as it utilized to safeguard its own confidential information, but in no case less than reasonable care .

Any material relative to this contract shall be handled in accordance with Louisiana Public Records Act., R.S. 44:1-44 and applicable rules and regulations.

All public records requests, if any, for any of the records in the possession of the successful bidder relative to this contract, shall be submitted to the University in writing. Such written requests shall be submitted to: University of New Orleans, Office of Purchasing, 2000 Lakeshore Dr, New Orleans, LA 70148 and shall reference the bid number and purchase order number relative to this contract. All such requests shall be released once the University has determined the request is in accordance with R.S. 44:1-44 and applicable rules and regulations.

9. Liability in Event of Loss of Deposits: Upon mutual agreement for the purposes of this Agreement, that (a) with respect to hard-copy records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other hard copy storage unit or another amount mutually agreed to by the parties in writing, and (b) with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited to the cost of replacing the physical media. Vendor shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Vendor to exercise such care as a reasonably careful person would exercise under like circumstances; Vendor is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Vendor's liability is limited as provided herein. Deposits are not insured by Vendor amount of Vendor's liability is limited as provided herein. Deposits are not insured by Vendor against loss or damage, however caused. UNO may insure Deposits through third-party insurers for any amount, including amounts in excess of the limitation of liability. UNO shall cause its insurers of Deposits to waive any right of subrogation against Vendor. If Deposits are placed in the custody of a common carrier for transportation, the common carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the common carrier.
10. The successful bidder shall be responsible for relocating the materials from the current facility to the new facility at no expense to the University, at a time arranged by HML.
11. Liability for Non-Storage Services. Liability with Respect to Non-Storage Services: With respect to services not related to storage of Deposits, Vendor's maximum liability for any loss or default shall be the total amount of fees paid by UNO to Vendor for the performance of such services during the immediately preceding six-month period. This solicitation does not require any non-storage services and any need that UNO would have for these types of services would be procured in accordance with all UNO Purchasing rules and regulations and a separate purchase order would be issued for these services.
12. No Consequential Damages, etc.: In no event shall either party be liable for any consequential, incidental, special or punitive damages, regardless of whether an action is brought in tort, contract or any other theory.
13. Destruction of Deposits: UNO releases Vendor from all liability by reason of the destruction of Deposits pursuant to UNO's written direction. Except for those Deposits that UNO specifically identifies in writing as not containing consumer information (as defined in 16 CFR Section 682.1) or personal data, all other UNO Deposits will be destroyed by shredding, except for media that may be destroyed by pulverizing or incineration. Each such destruction shall be at the rates set forth in a Schedule. This solicitation does not require any destruction of deposits services and any need that UNO would have for these types of services would be procured in accordance with all UNO Purchasing rules and regulations and a separate purchase order would be issued for these services.
14. No Product Warranty: Vendor hereby assigns to UNO any manufacturers' warranties applicable to any products sold by Vendor pursuant to this Agreement. Vendor provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY VENDOR TO UNO, VENDOR MAKES NO

EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Notice of Claims: Claims by UNO must be presented in writing within a reasonable time, and in no event longer than (90) days after delivery or return of the Deposits to UNO or ninety (90) days after UNO is notified that loss, damage, or destruction to part or all of the Deposits has occurred.

16. Filing of Actions: No action may be maintained against Vendor for loss, damage or destruction of Deposits, unless timely written claim has been given as provided in Section 10 unless such action is commenced either within one (1) year after: (i) the date of delivery or return of the Deposits by Vendor; or (ii) the date UNO is notified that loss, damage or destruction to part or all of the Deposits has occurred.

17. Restrictions on Stored Material; UNO Premises: UNO shall not store with Vendor nor deliver to Vendor for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material with may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. UNO shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All UNO's premises where Vendor's employees perform services or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.

18. Software License: If access to or use of Vendor inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Vendor hereby grants UNO a limited, nonexclusive license to use the Software solely in conjunction with records storage services provided by Vendor during the term of this Agreement. UNO acknowledges that all Software and the inventory management system comprised of the Software belong to Vendor. During the term of this Agreement, Vendor shall have the exclusive right to use Deposit inventory information to provide records management services to UNO; upon expiration of this Agreement, Vendor shall have the right to maintain inventory information for record-keeping purposes. Vendor's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.

19. Performance of Services by Affiliates: Certain lines of service may be performed by an affiliate of Vendor. In such event, the affiliate will perform such services as a subcontractor to Vendor, and Vendor shall invoice UNO directly. These services shall be procured in accordance with UNO Purchasing rules and regulations.

* 20. Modifications to Add UNO Locations, Services: In the event that UNO locations or lines of service are added to or deleted from this Agreement, the term of this Agreement shall not be changed unless the parties so agree. Pricing adjustments for all UNO's locations and/or services under this Agreement may be made on dates pricing adjustments are permitted under the pricing Schedule, regardless of the dates when new locations or services are added. Any modification of UNO locations serviced or lines of services provided will be pursuant to an amendment of this Agreement or the Bid Price List. Any additional locations or services needed will be procured in accordance with all UNO Purchasing rules and regulations and is not part of this solicitation.

21. Purchase Orders: In the event that UNO issues a purchase order to Vendor covering the services provided under this Agreement which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Vendor.

22. Medical Records: If the Deposits include medical records, unless Vendor shall have explicitly agreed in writing, Vendor's performance of services shall not cause Vendor to be a "custodian" of the records or "designee" of UNO with respect to such records, or have any other liability under state or federal law with respect to such records. If UNO is a "covered entity" under the Health Insurance Portability and Accountability Act, UNO shall enter into Vendor's standard Business Associate Agreement with respect to Deposits containing personal health information.

23.Miscellaneous: This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment of the Agreement must be approved by the UNO Office of Purchasing. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to Vendor shall be sent to the attention of its General Manager at such address. Vendor shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Terms and Conditions and the terms of the Bid Price List, the Bid Price List shall prevail as to the services covered thereby.

24.Governing Law: This Agreement shall be governed by, subject to and construed in all respects in accordance with the laws of the State of Louisiana.

FACSIMILE BID NUMBER: BER2048R
BID OPENING DATE: DECEMBER 1, 2009
BID OPENING TIME: 2:00 P.M.

BID SHEET - MEDIA STORAGE – UNO

TRANSPORTATION SERVICES

- I. SCHEDULED PICK-UP/DELIVERY (ROUND TRIP) SERVICE. VENDOR TO SWAP OUT MEDIA CONTAINERS ON A ROUTINE WEEKLY BASIS.

COST PER ROUND TRIP \$ _____

- II. SPECIAL SERVICE (24 HOURS). VENDOR TO PROVIDE PICK-UP/DELIVERY OF MEDIA CONTAINER WITHIN 24 HOURS (CONTAINERS NOT ON THE ROUTINE WEEKLY SWAP)

COST PER ROUND TRIP \$ _____

- III. SPECIAL SERVICE (3 HOURS). VENDOR TO PROVIDE PICK-UP/DELIVERY OF MEDIA CONTAINER WITHIN 3 HOURS (CONTAINERS NOT ON THE ROUTINE WEEKLY SWAP)

COST PER ROUND TRIP \$ _____

- IV. SPECIAL SERVICE (HOLIDAYS). VENDOR TO PROVIDE PICK-UP/DELIVERY OF MEDIA CONTAINER ON A RECOGNIZED HOLIDAY (CONTAINERS NOT ON THE ROUTINE WEEKLY SWAP)

COST PER ROUND TRIP \$ _____

VAULTING/STORAGE SERVICES

- IV. STORING OF MEDIA CONTAINERS (PRICE QUOTED TO BE BASED ON SIZE OF CONTAINERS STATED AND IN THE FACILITY MEETING SPECIFICATIONS)

COST PER CONTAINER/PER MONTH \$ _____

- VI. STORING OF MEDIA CONTAINERS OTHER THAN CUSTOMER PROVIDED CONTAINERS.
LIST SIZES (WITH DIMENSIONS) AND COST OF STORAGE/MONTH BELOW:

MANAGEMENT SERVICES (CONTAINER HANDLING)

- VII. RETRIEVAL (TO REMOVE CONTAINER FROM ITS PLACE AT STORAGE FACILITY AND PREPARE FOR DELIVERY)

COST PER RETRIEVAL \$ _____

FACSIMILE BID NUMBER: BER2048R
BID OPENING DATE: DECEMBER 1, 2009
BID OPENING TIME: 2:00 P.M.

VIII. REFILE (TO REPLACE CONTAINER IN STORAGE SYSTEM AFTER DELIVERY BACK TO VENDOR'S FACILITY)

COST PER RE-FILE \$ _____

IX. EMERGENCY RETRIEVAL/REFILE CHARGES IN EVENT THAT UNIVERSITY MUST PICK UP A MEDIA CONTAINER FROM FACILITY DURING NON STANDARD HOURS.

COST PER RETRIEVE/RE-FILE TOTAL \$ _____

CONVERSION SERVICES (ADDING NEW CONTAINERS)

X. NEW CONTAINERS ADDED (TO INCLUDE ADDING NEW CONTAINERS TO THE STORAGE SYSTEM, BAR-CODING AND ADDING TO INVENTORY LIST ON DATA-BASE)

COST PER CONTAINER \$ _____

OTHER PRODUCTS AND SERVICES

XI. DESTRUCTION OF MAGNETIC TAPE MEDIA (MUST SUPPLY CERTIFICATE OF DESTRUCTION)

COST PER POUND \$ _____

XII. PURCHASE OF ADDITIONAL CONTAINER LOCKS

COST PER LOCK \$ _____

XII. ANY ADDITIONAL MONTHLY FEES (ADMINISTRATIVE)- EXPLAIN _____

COST PER MONTH \$ _____

FACSIMILE BID NUMBER: BER2048R
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TERMINATION FOR CAUSE

The University may terminate any contract entered into as a result of this BID for cause based upon the failure of the Supplier to comply with the terms and/or conditions of the Contract; provided that the University shall give the Supplier written notice specifying the Supplier's failure. If within sixty (60) days after receipt of such notice, the Supplier shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Supplier in default and the Contract shall terminate on the date specified in such notice. The Supplier may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract; provided that the Supplier shall give the University written notice specifying the University's failure.

TERMINATION FOR CONVENIENCE

The University may terminate the Contract at any time by giving thirty(30) days written notice to the Supplier. The Supplier shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

PROOF OF INSURANCE AS DESCRIBED BELOW MUST BE PROVIDED BEFORE PURCHASE ORDERS WILL BE ISSUED.

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract. The Employer's Liability limit shall be \$1,000,000 when work is over water and involves maritime exposure.

COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse and Underground (XCU) Coverage.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized for the execution of the contract, then automobile coverage is not required.

Board of Supervisors of Louisiana State University and Agricultural & Mechanical College, on behalf of the University of New Orleans, shall be named as additional insured on all liability policies. A Thirty (30) day prior notice of cancellation must be given to the University for all required coverages. Insurance must be from a company with an A.M. Best's rating of no less than A-:VI who is authorized to do business in the State of Louisiana. The A.M. Best's rating requirement may be waived for Worker's Compensation only.

The successful contractor is to provide the owner with a certificate of insurance prior to commencement of work.

INDEMNIFICATION AGREEMENT

Personal Injury/Property Damage Indemnification. Subject to the Procedures paragraph below, each party (the “Indemnifying Party”) agrees to indemnify the other party (the “Indemnified Party”) with respect to any third party claim or demand for bodily injury (including death) or loss of or damage to tangible property (excluding the Deposits), to the extent based upon the negligent acts or omissions of the Indemnitor, its agents and employees, provided that the Indemnatee provides the Indemnitor prompt written notice of any such claim or demand. The Indemnifying Party’s sole obligation hereunder shall be to defend the Indemnatee and to pay any judgment rendered, or settlement made, as a result of any such claim or demand.

Procedure. As a condition of the Indemnifying Party’s obligations above, the Indemnatee must promptly notify the Indemnifying Party in writing of a claim or suit and provide reasonable cooperation (at the Indemnifying Party’s expense) and tender to the Indemnifying Party (and its insurer) full authority to defend or settle the claim or suit; provided that no settlement requiring any admission by the Indemnatee or that imposes any obligation on the Indemnatee (other than cessation of use of allegedly infringing Services) shall be made without the Indemnatee’s consent, which shall not be unreasonably withheld. Neither party has any obligation to indemnify the other party in connection with any settlement made without the Indemnifying Party’s written consent, which shall not be unreasonably withheld or delayed. The Indemnatee shall have the right to participate, at its own expense, in the claim or suit. The Indemnatee shall cooperate with Indemnifying Party (and its insurer), as reasonably requested, at Indemnifying Party’s costs and expense.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for University of New Orleans

PURPOSE OF CONTRACT: _____

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? YES _____ NO _____
2. Is the bidder a spouse of a legislator? YES _____ NO _____
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? YES _____ NO _____
4. If the bidder is a corporation, is it a publicly traded corporation? YES _____ NO _____

LOUISIANA PREFERENCES

FAILURE TO SPECIFY BELOW INFORMATION **WILL** CAUSE ELIMINATION FROM PREFERENCE.
Preferences shall not apply to service contracts

In accordance with the Louisiana Revised Statutes 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____

SPECIFY LINE NUMBER(S):

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

Do you have a Louisiana business workforce? YES _____ NO _____

If so do you certify that at least fifty percent (50%) of your Louisiana Business workforce is comprised of Louisiana residents?

YES _____ NO _____

«Field1»

«Field2»

«Field3»

«Field4»

**ROOM 115 BIENVILLE HALL
PURCHASING OFFICE
UNIVERSITY OF NEW ORLEANS
2000 LAKESHORE DRIVE
NEW ORLEANS, LA 70148**

Proposal for: OFFSITE MEDIA CONTAINER STORAGE

Due Date: DECEMBER 1, 2009 AT 2:00 P.M.

Sealed Bid No. BER2048R